



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

SFUND RECORDS CTR
2077211

May 18, 2005

RE: Revised Omega *De Minimis* Settlement Offer
Omega Chemical Superfund Site
Whittier, California

Dear Sir or Madam:

The purpose of this letter is to transmit to you the draft Administrative Order on Consent ("AOC"), also known as the Omega *De Minimis* Settlement Agreement, for your review. This document is not subject to negotiation. All parties which have submitted a Signature Page have 35 days from the date of this letter to withdraw their signature page. If your company or organization no longer wishes to settle with the Environmental Protection Agency ("EPA"), the Department of Interior and the State of California Department of Toxic Substances ("DTSC") regarding potential liabilities at the Omega Chemical Superfund Site ("the Site"), you must submit written notice, postmarked no later than June 22, 2005, of this intent to:

Linda Ketellapper
US EPA
Mail Code SFD-7-B
75 Hawthorne Street
San Francisco, California 94105

If your company or organization wishes to continue with the settlement after review of the draft AOC, you do not need to confirm your intent to settle. EPA will assume that your company or organization wants to settle if we do not hear from you otherwise.

According to our records, your company or organization applied for an Ability to Pay ("ATP") Settlement. After review of the submitted financial documents, EPA extended an offer to you to adjust your settlement amount based on your company or organization's inability to pay the full amount. Thereafter, your company or organization accepted EPA's offer to settle based on this reduced amount. If you wish to withdraw from the settlement after review of the draft AOC, you must submit written notice of this intent within 35 days of the date of this letter to Linda Ketellapper at the address above. Otherwise, EPA will assume that you intend, and are able, to resolve your potential liabilities at the Site through the draft AOC based upon this reduced settlement amount.

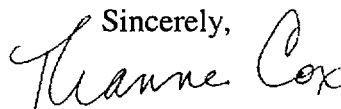
Please review Appendix A-1 (ATP Option A Respondents) of the enclosed Omega *De Minimis* Settlement Agreement. This appendix lists settlors that have accepted an ATP offer and shows their settlement amount. Please note, your company or organization will receive the same releases from potential liabilities at the Site as the Option A Respondents. If your company or organization finds an error in these appendices regarding your company or organization's settlement amount, you must notify EPA in writing within 35 days of the date of this letter

defining the error and requesting a change. Written notice should be sent to Linda Ketellapper at the address above, postmarked no later than June 22, 2005.

EPA and DTSC will soon begin to seek final approval and signature from the delegated official within each agency who can bind the agency to the settlement. The amount of time necessary to reach final approval and receive these signatures varies based on case specific factors. Both agencies intend to expedite the process as much as possible.

Next, the Attorney General of the United States must approve the terms of the settlement as required under Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9622(g)(4). With that approval, EPA will then publish notice of the settlement in the Federal Register to initiate a 30-day comment period. During this period, the public may submit comments regarding the draft AOC. At the close of the 30-day comment period, EPA will respond to these comments, if any are submitted. Thereafter, EPA will issue written notice to you that the AOC is final and that payment is due from your company or organization within 30 days of that notice letter.

If you have questions regarding the terms of the draft AOC, please contact me at 415-972-3908 or by email at cox.elizabeth@epa.gov. If you have questions regarding your Signature Page, the settlement amount allocated to your company or organization or the submittal process, contact Linda Ketellapper at 415-972-3104. If you have other questions, please contact the toll-free Omega information line at 1-888-635-1524.

Sincerely,


Thanne Cox
Assistant Regional Counsel

cc: Linda Ketellapper, US EPA
Chris Lichens, US EPA
Bonnie Wolstoncroft, CA DTSC
Karl Fingerhood, US DOJ

April 18, 2005 DRAFT

ADMINISTRATIVE ORDER ON CONSENT

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by Delegation No. 14-14-E (issued May 11, 1994, amended by memorandum May 19, 1995). Within EPA Region IX, this authority has been delegated to the Superfund Division Director by a Regional Order 1290.21A entitled "De Minimis Settlements," dated November 23, 1998. The State of California ("State") has jurisdiction over the matters set forth herein pursuant to the California Hazardous Substance Account Act, California Health and Safety Code Section 25300, *et seq.*, ("the California Hazardous Substance Account Act") and Section 121(f) of CERCLA, 42 U.S.C. § 9621(f). The State has claims against the Settling Parties pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a).

2. This Consent Order is also entered into pursuant to the authority of the United States on behalf of the United States Department of Interior ("DOI") which, by Executive Order 12580, as amended by Executive Order 13016, 61 Fed. Reg. 45872 (August 30, 1996), has been delegated with the authority vested in the President as a Federal Trustee for natural resources that may have been, or in the future may be, injured by the release of hazardous substances at or from the Omega Chemical Superfund Site ("Omega Site" or "the Site"), as defined herein.

3. This Consent Order is issued to the persons, corporations, or other entities identified in Appendices A and B ("Respondents"). Each Respondent agrees to undertake all actions required by this Consent Order. Each Respondent further consents to and will not contest the EPA's or the State's jurisdiction to issue this Consent Order or to implement or enforce its terms.

4. The EPA and the State and the Respondents agree that the actions undertaken by the Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. The Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts contained in Section IV or the Determinations contained in Section V of this Consent Order.

II. STATEMENT OF PURPOSE

5. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Option A Respondents, identified in Appendix A, to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and the California Hazardous Substances Account Act, California Health and Safety Code Section 25300, et seq., for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to reach a final settlement among the Parties pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Option B Respondents, identified in Appendix B, to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

c. to simplify the remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site;

d. to obtain settlement with these Respondents for their fair share of response costs incurred and to be incurred at or in connection with the Site by the Hazardous Substance Superfund and by other persons, and to provide for full and complete contribution protection for Respondents with regard to the Site, pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5); and

e. to avoid difficult and prolonged litigation by allowing Respondents which demonstrate an inability or limited ability to pay response costs ("Ability to Pay Respondents" or "ATP Respondents") to make a cash payment to address their alleged civil liability for the Site, pursuant to Section 122(g)(7) of CERCLA, 42 U.S.C. § 9622(g)(7).

III. DEFINITIONS

6. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, including the attached appendices, the following definitions shall apply:

a. "Ability to Pay Respondents" or "ATP Respondents" shall mean those Respondents which demonstrate an inability or limited ability to pay response costs, listed in Appendix A-1.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

c. "Consent Order" or "Order" shall mean this Administrative Order on Consent. This Consent Order shall include all appendices attached hereto, except to the extent of any conflict, in which case this Consent Order shall control over such appendices.

d. "Day" shall mean a calendar day. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday or federal holiday, the period shall run until the close of business of the next working day.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substances Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "Option A Respondents" shall mean those Respondents listed in Appendix A, including ATP Respondents unless otherwise indicated in this Consent Order.

i. "Option B Respondents" shall mean those Respondents listed in Appendix B.

j. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral.

k. "Parties" shall mean the EPA, DOI, the Respondents, and the State.

l. "Respondents" shall mean those persons, corporations, or other entities listed in Appendices A and B.

m. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

n. "Section" shall mean a portion of this Consent Order identified by a roman numeral, except as otherwise used with reference to a section of a statute.

o. "Site" shall mean the Omega Chemical Superfund Site located at 12504 and 12512 East Whittier Boulevard, Whittier, California, Los Angeles County, California, and generally shown on the maps attached as Appendix C.

p. "State" shall mean the California Department of Toxic Substances Control ("DTSC"), the successor entity to the California Department of Health Services, and any successor departments or agencies, and on behalf of the California Hazardous Substance Account and any successor accounts.

q. "United States" shall mean the United States of America, its agencies, departments, and instrumentalities.

IV. STATEMENT OF FACTS

7. The Omega Chemical Corporation facility is located at 12504 and 12512 East Whittier Boulevard, Whittier, California, Los Angeles County, California. From approximately 1976 to 1991, the Omega Chemical Corporation and Omega Refrigerant Reclamation Company operated the facility as a used solvent and refrigerant recycling, reformulation, and treatment facility. This operation primarily handled chlorinated solvents such as degreasing and dry-cleaning chemicals and refrigerants.

8. Hazardous substances have been or are threatened to be released at or from the Site. Hazardous substances at the Site include, but are not limited to: Tetrachloroethene ("PCE"); Trichloroethene ("TCE"); Freon 11; Freon 113; 1,1-Dichloroethene; Cis-1,2-Dichloroethene; Trans-1,2-Dichloroethene; 1,1-Dichloroethane; 1,2-Dichloroethane; 1,1,1-Trichloroethane; 1,1,2,2-Tetrachloroethane; Carbon Tetrachloride; Methylene Chloride; Vinyl Chloride; Benzene; MTBE; Aluminum; Chromium; Selenium; Perchlorate; Chloroform; Acetone; Chlordane; Lindane; BHC (alpha, beta gamma combined); and Heptachlor Epoxide. (See, 40 C.F.R. § 302.4) Hazardous substances found at the Site are co-mingled.

9. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future.

a. On August 27, 1993, EPA conducted a Site Assessment at the request of the State of California Department of Toxic Substances Control ("DTSC"). During this assessment, EPA observed more than 2,900 fifty-five gallon drums of unprocessed hazardous wastes. At that time, DTSC was conducting negotiations with the Site owner and operator, Omega Chemical Corporation ("OCC"), to remove or otherwise address these wastes. An agreement was not reached by the parties.

b. In January 1995, EPA conducted a second Site Assessment at the request of DTSC and observed approximately 3,000 drums in various stages of deterioration, many of which were corroded and leaking. Leaking substances were migrating to other portions of the

Site and off Site. These substances presented an imminent and substantial threat to human health and environment.

c. On May 3, 1995, EPA signed a time critical Removal Action Memorandum authorizing a removal action involving the following response actions: a) securing the Site; b) sampling and categorizing hazardous materials; c) removing hazardous substances and grossly contaminated equipment, structures, and debris; d) sampling surface and subsurface soils and groundwater to determine the nature and extent of contamination; e) disposing, stabilizing or treating grossly contaminated soils; and f) grading, capping, and fencing areas where contamination remained in the soil.

d. On May 9, 1995, EPA issued Unilateral Administrative Order 95-15 ("the 1995 UAO") to certain Potentially Responsible Parties ("PRPs") to perform work described by the Action Memorandum. These parties each arranged for the disposal of hazardous substances at the Site in an amount equal to or greater than ten tons. These parties established a group identified as the Omega PRP Organized Group ("OPOG").

e. In September 1998, EPA proposed the Site for listing on the National Priorities List ("NPL"). On January 19, 1999, pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Omega Site on the NPL, as set forth at 40 C.F.R. Part 300, Appendix B. (See, 64 Fed. Reg. 2950). DTSC provided EPA local agency support and represented the State regarding the Site investigation issues.

f. To expedite Site characterization and response activities, EPA divided the Site into operable units. The operable units for the Site include Operable Unit One which addresses work to be performed within the Phase 1a Area and Operable Unit Two which addresses work to be performed downgradient from Phase 1a Area. The Phase 1a Area is the area of soil and groundwater contamination associated with the Omega Property and extending downgradient approximately 100 feet southwest of Putnam Street, Whittier, California. Operable Unit Two addresses all other areas where contamination associated with the Omega facility has come to be located, specifically the groundwater plume which extends downgradient of the Phase 1a Area.

g. On April 1, 1999, EPA issued Special Notice Letters to OPOG members and commenced negotiations of a Partial Consent Decree requiring response actions including a non-time critical removal action and a Remedial Investigation and Feasibility Study ("RI/FS") addressing soils located within the Phase 1a Area, also known as Operable Unit One. On February 23, 2000, the Partial Consent Decree, Docket No. 00-12741-TJH, signed by approximately 120 parties and EPA, was entered by the United States District Court for the Central District of California.

h. On January 5, 2004, EPA issued Unilateral Administrative Order No. 9-2004-0004 ("the 2004 UAO") to twenty (20) parties to perform remedial investigative work at the Site. On July 2, 2004, EPA issued an Amended Unilateral Administrative Order No. 9-2004-0004 ("the 2004 Amended UAO") to these parties to perform similar investigative work to

characterize the groundwater plume within Operable Unit Two at the Site. These parties were not signatories to the Partial Consent Decree entered on February 23, 2000. The Respondents of the 2004 Amended UAO arranged for the disposal of hazardous substances at the Site in an amount equal to or greater than ten tons.

i. Since February 2002, EPA has installed and sampled groundwater monitoring wells downgradient of the Phase 1a Area as part of the Operable Unit Two investigation. EPA has gathered data during quarterly groundwater sampling which identifies a downgradient groundwater plume existing as a result of releases of hazardous substances at the Site. After one year of sampling, EPA established that a groundwater plume underneath and downgradient from the Site facility contains the hazardous substances found at the Site facility including, but not limited to, PCE, TCE, Freon 11, and Freon 113. Additional monitoring and sampling is necessary to fully characterize the groundwater plume. This sampling and data will be incorporated into a RI/FS for the Site, pursuant to CERCLA and the NCP, 40 C.F.R. Part 300.

10. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site.

11. Each Respondent listed in Appendices A and B arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of one or more hazardous substances at the Site.

12. Each Respondent listed in Appendices A and B contributed less than 10 tons of materials containing hazardous substances, the toxic or other hazardous effects of which are not significantly greater than any other hazardous substances at the Omega Site. The volume of materials attributed by the EPA to each Respondent is identified in Appendices A and B.

13. EPA has reviewed the financial information submitted by ATP Respondents to determine whether ATP Respondents are financially able to pay response costs incurred and to be incurred at the Site. Based upon this financial information, EPA has determined that ATP Respondents have limited financial ability to pay for response costs incurred and to be incurred at the Site.

14. The EPA estimates that the total of the response costs incurred and to be incurred at or in connection with the Site by the U.S. EPA Hazardous Substance Superfund, the State of California, and by private parties is not less than \$101.5 million. The payment each Respondent is required to make pursuant to this Consent Order, which is identified for each Respondent in Appendices A and B, is a minor portion of this total amount.

V. DETERMINATIONS

15. Based upon the Findings of Fact set forth above and on the administrative record for this Site, EPA has made the following determinations:

a. The Omega Chemical Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There has been an actual or threatened "release" of a "hazardous substance" from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).

e. The actual or threatened "release" caused the incurrence of response costs.

f. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. As to each Respondent, this Consent Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

h. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. SETTLEMENT OPTIONS

16. As to the claims of the United States and the State, Respondents may choose between Settlement Options A and B as set forth in this Section and further described in Sections XI, XII, XIII, and XV. Except where this Consent Order specifies particular Sections or Paragraphs as pertaining to Settlement Option A or B, in which case those provisions apply only to Respondents that elect Settlement Option A or B, respectively, all other terms of this Consent Order apply equally to all Respondents, regardless of which settlement option they choose.

17. Description of Options

a. As between the two settlement options, Settlement Option A is designed to provide Respondents with a higher degree of finality and certainty. Under Settlement Option A, the payment includes a premium of 100%, which covers, among other risks, the risk that total response costs incurred or to be incurred at or in connection with the Site by the United States, or by any private party, will exceed the estimated total response costs upon which Respondents' payments are based. Pursuant to Sections XI and XIII, Respondents that choose Settlement Option A will receive more protective covenants (including a covenant not to sue for natural resource damages, Federal Trustees' response costs and the State's response costs), and these Settlement Option A covenants have more limited reservations.

b. Under Settlement Option B, which offers less finality than Settlement Option A, the premium is 50%. Pursuant to Sections XI, XII, and XIII, Respondents that choose Settlement Option B do not receive a covenant not to sue for natural resource damages, Federal Trustees' response costs, or the State's response costs and risk liability for additional future payments.

18. Calculation of Payment

a. Each Respondent's payment is based on its share, by weight, of the total waste disposed of at the Site multiplied by the EPA's estimated total response costs incurred or to be incurred at or in connection with the Site.

b. EPA's Site-wide cost estimate is \$101.5 million that has been or will be incurred for response actions at the Site. This figure includes an estimated \$89.2 million in costs that will be incurred in the future for response actions at the Site and past response costs of \$12.3 million. The payment amounts for each Respondent are set forth in Appendices A and B.

c. Each payment amount by Respondents includes a premium to cover the risks and uncertainties associated with this Consent Order. The premium (100% for Settlement Option A, 50% for Settlement Option B) is applied to each Respondent's volumetric share of all estimated future response costs but is not applied to the past response costs. Past response costs of \$12.3 million were incurred by the EPA and major waste contributor PRPs performing work at the Site prior to January 2004. Under Settlement Option A or Settlement Option B, the premium is not assessed against this \$12.3 million. Under Settlement Option A and Settlement Option B, the premium is applied to costs incurred and to be incurred at the Site after January 2004. This amount totals \$89.2 million.

d. Each Option A Respondent's payment amount for this Consent Order is set forth in the appropriate column opposite that Option A Respondent's name in Appendix A. Each Option B Respondent's payment amount for this Consent Order is set forth in the appropriate column opposite that Option B Respondent's name in Appendix B.

VII. ORDER

19. Based upon the administrative record for the Site and the Statement of Facts and the Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED AND ORDERED as follows:

VIII. PAYMENT

20. Within thirty (30) days of the effective date of this Consent Order, each Respondent shall pay the amount opposite its name in Appendices A and B to this Consent Order to the respective government entity identified, in accordance with the provisions of this Section.

21. Each Respondent's payment includes an amount for: a) past response costs at or in connection with the Site; b) estimated future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks and uncertainties associated with this settlement, including, but not limited to, the risk that the total amount of response costs incurred or to be incurred at or in connection with implementing the remedies selected for the Site by EPA or any private party will exceed the estimate of total response costs upon which each Respondent's payment is based.

22. Each payment to EPA shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check, or letter accompanying each check, shall identify the name and address of the party making payment, the Site name, the EPA Region and Site Spill ID Number 09BC, and the EPA docket number for this action, and shall be sent to:

EPA Cincinnati Accounting Operations
Superfund Accounting
RE: Omega Chemical Special Account
P.O. BOX 371099M
Pittsburgh, PA 15251

The total amount to be paid by Respondents to EPA pursuant to Paragraphs 20 and 21 shall be deposited by EPA in the Omega Chemical Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

Each payment to the State of California, Department of Toxic Substances Control shall be made by check made payable to the "Department of Toxic Substances Control". Each check, or letter accompanying each check, shall identify the name and address of the party making the payment, and "Omega Chemical 300223". The check shall be sent to:

Department of Toxic Substances Control
Accounting Unit
P.O. Box 806
Sacramento CA 95812-0806

23. At the time of payment to EPA, each Respondent shall send notice that such payment has been made to:

Omega Chemical Site Team
c/o Linda Ketellapper
EPA Region 9
75 Hawthorne Street
Mail Code SFD-7-B
San Francisco, California 94109
ketellapper.linda@epa.gov

XI. FAILURE TO MAKE PAYMENT

24. If any Respondent fails to make a full payment within thirty days of the effective date of this Consent Order as required by Section VIII, that Respondent shall pay Interest on the unpaid balance, commencing on the effective date of this Consent Order and accruing through the date of the payment. In addition, if any Respondent fails to make a timely and full payment, the United States or the State may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

X. CERTIFICATIONS OF EACH RESPONDENT

25. By signing this Consent Order, each Respondent individually certifies that, to the best of its knowledge and belief, it:

a. has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relate in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contamination at or in connection with the Site;

b. has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. has and will fully comply with any and all of the EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

26. Each ATP Respondent hereby certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. fully complied with any and all EPA requests for documents or information regarding the Site and ATP Respondent's financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e);

b. submitted to EPA financial information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted to EPA and the time ATP Respondent executes this Consent Order; and

c. fully disclosed the existence of any insurance policies that may cover claims relating to cleanup of the Site.

XI. COVENANT NOT TO SUE BY UNITED STATES

27. In consideration of the payments that will be made by Respondents under the terms of this Consent Order, and except as specifically provided in Paragraph 29 and Section XIII, the United States covenants not to sue or take administrative action against any of the Option A Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607; and the United States covenants not to sue or take administrative action against any of the Option B Respondents pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site.

28. With respect to present and future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payment as required by Section VII. With respect to each Respondent, individually, this covenant not to sue is conditioned upon: a) the satisfactory performance by Respondent of all obligations under this Consent Order; and b) the veracity of the information provided to EPA by Respondent relating to Respondent's involvement with the Site. This covenant not to sue extends only to Respondents and does not extend to any other person.

29. Reservation for Increased Costs of Response Actions

a. In February 2004, an estimate of the total cost of response actions at the Site was developed for past and future response actions, enforcement activities, and other purposes ("2004 Cost Estimate"). The 2004 Cost Estimate totals \$101.5 million.

b. In its unreviewable discretion, EPA may seek to have Option B Respondents pay their volumetric share of any increase in response costs if:

(i) within two years after the Record of Decision ("ROD") for the Site is signed and EPA has revised or approved the revision of the cost estimate for all response actions taken or to be taken at the Site ("ROD Cost Estimate") and the ROD Cost Estimate exceeds \$146 million; and

(ii) based on actual expenditures at the Site and expenditures reasonably anticipated in accordance with the ROD, any other response action decision documents, and the revised cost estimate, EPA, in its unreviewable discretion, determines that seeking additional funds or work from Option B Respondents is necessary to finance future work.

c. In its unreviewable discretion, EPA may seek to have Option B Respondents pay their volumetric share of any increase in response costs if:

(i) within two years after the certification of completion of the remedial action or before January 1, 2013, whichever occurs first, the total Site costs incurred exceed \$146 million; and

(ii) based on actual expenditures at the Site and expenditures reasonably anticipated in accordance with the ROD, any other response action decision documents, and the revised cost estimate, EPA, in its unreviewable discretion, determines that seeking additional funds or work from Option B Respondents is necessary to finance future work.

d. From the effective date of this Consent Order until eighteen (18) months after the latest date upon which final payment would be due if a demand is made under subparagraphs b or c above, or on January 1, 2015, whichever occurs later in time, each Option B Respondent shall notify the Omega Chemical Site Team of any change in its address, ownership, political configuration, or corporate or other legal status. Such notice shall be sent to the Omega Chemical Site Team address provided in Paragraph 23 above.

XII. COVENANT NOT TO SUE BY THE STATE

30. In consideration of the payments that will be made under the terms of this Consent Order and except as specifically provided in Section XIII, the State covenants not to sue or take administrative action against such Option A Respondents pursuant to Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) or 9607(a), or the California Hazardous Substances Account Act, California Health and Safety Code Section 25300, et seq., relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Option A Respondent upon receipt of that Option A Respondent's payment as required by Section VIII.

With Respect to each Option A Respondent, individually, this covenant not to sue is conditioned upon:

- a. the satisfactory performance by that Option A Respondent of its obligations under this Consent Order; and
- b. the veracity of the information provided to EPA by Option A Respondent relating to that Option A Respondent's involvement with the Site. This covenant not to sue extends only to Option A Respondents and does not extend to any other person.

XIII. RESERVATIONS OF RIGHTS BY UNITED STATES AND THE STATE

31. The United States and the State reserve, and this Consent Order is without prejudice to, all rights against Respondents with respect to all matters not expressly included within the Covenant Not to Sue by United States in Section XI and the State in Section XII. Notwithstanding any other provision of this Consent Order, the United States and the State reserve all rights against Respondents with respect to:

- a. liability for failure to meet a requirement of this Consent Order;
- b. criminal liability;
- c. with respect to Option B Respondents, liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or
- d. liability based upon the ownership or operation of the Site, or upon the transportation, treatment, storage, or disposal of hazardous substances or solid waste, or the arrangement for the transportation, treatment, storage, or disposal of a hazardous substance or solid waste at or in connection with the Site, after signature of this Consent Order by Respondents.

32. Notwithstanding any provision in this Consent Order, the United States and the State reserve, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States or the State for additional costs of response if information is discovered which indicates Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent no longer qualifies as a *de minimis* party at the Site because Respondent contributed greater than 10 tons of hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

33. Notwithstanding any other provision of this Consent Order, EPA and the State reserve, and this Agreement is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Agreement, if the financial information provided by ATP Respondents, or the financial certification made by ATP Respondents in Paragraph 26, is false or, in a material respect, inaccurate.

XIV. COVENANTS NOT TO SUE BY RESPONDENTS

34. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, or the State with respect to the Site or this Consent Order, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of the State of California, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

35. Except as provided in Paragraph 37 (Waiver of Claims) and Paragraph 39 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States or the State brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 31(c) or (d) or Paragraphs 32 and 33, but only to the extent that Respondent's claims arise from the same response action, response costs, or damages that the United States or the State is seeking pursuant to the applicable reservation.

36. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Sections 111 or 112 of CERCLA, 42 U.S.C. §§ 9611 and 9612, or 40 C.F.R. § 300.700(d).

37. Respondents agree not to assert any claims or causes of action (including claims for contribution under CERCLA) that they may have for all matters to the Site against each other or any other person which is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Respondent.

XV. EFFECT OF SETTLEMENT / CONTRIBUTION PROTECTION

38. Except as provided in Paragraph 37 (Waiver of Claims), nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. Except as provided in Paragraph 37 (Waiver of Claims), the United States, the State and the Respondents each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto.

39. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, the Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue included in Paragraph 34.

40. The Parties agree that each Respondent is entitled, as of the effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order. For Option A Respondents, the "matters addressed" in this Consent Order are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States, the State or any other person under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607. For Option B Respondents, the "matters addressed" in this Consent Order are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States, or any other person under Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a).

XVI. PARTIES BOUND

41. This Consent Order shall apply to and be binding upon the United States, the State and upon the Respondents and their heirs, successors and assigns. Any change in ownership, political configuration, or corporate or other legal status of a Respondent, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and to legally bind the party represented by him or her.

XVII. INTEGRATION/APPENDICES

42. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A," entitled "Option A Respondents," is the alphabetical list of Option A Respondents to this Consent Order, including ATP Respondents, and their payment schedule.

"Appendix B," entitled "Option B Respondents," is the alphabetical list of Option B Respondents to this Consent Order and their payment schedule.

"Appendix C," entitled "Omega Chemical Superfund Site Map," is a map of the Site.

XVIII. PUBLIC COMMENT

43. This Consent Order shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), the EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

XIX. ATTORNEY GENERAL APPROVAL

44. The United States Attorney General or his designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XX. EFFECTIVE DATE

45. The effective date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Section XVIII has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

//

IT IS SO AGREED AND ORDERED:

By:

Keith Takata
U.S. Environmental Protection Agency
Director, Superfund Division
Region IX, EPA

Date

IT IS SO AGREED AND ORDERED:

By:

Sayareh Amirebrahimi
The State of California
California Environmental Protection Agency
Department of Toxic Substances Control

Date

Your company or organization's Signature Page will be inserted here.

APPENDICES

Appendix A Option A Respondents

Settling Party	Volume (tons)	EPA Payment Amount (\$)	DTSC Payment Amount (\$)	Total Payment Amount (\$)
Advanced Cardiovascular Systems, Inc.	5.9631	\$71,249.89	\$308.11	\$71,558.00
Allan Hancock College	3.1340	\$37,446.07	\$161.93	\$37,608.00
Allergan, Inc.	7.1694	\$85,663.56	\$370.44	\$86,034.00
ALPS Electric (North America), Inc.	4.8164	\$57,549.14	\$248.86	\$57,798.00
Amada Mfg America Inc.	4.1700	\$49,825.54	\$215.46	\$50,041.00
Aristech Chemical Corporation	4.2500	\$50,781.40	\$219.60	\$51,001.00
Arnold Construction Co.	3.5445	\$42,351.86	\$183.14	\$42,535.00
Arrow Electronics, Inc.	4.6913	\$56,054.60	\$242.40	\$56,297.00
Ashland, Inc.	3.6696	\$43,846.39	\$189.61	\$44,036.00
Automotive Caliper Exchange Incorporated	8.6528	\$103,388.91	\$447.09	\$103,836.00
B. Braun Medical Inc.	3.1935	\$38,157.99	\$165.01	\$38,323.00
BAE Systems Integrated Defense Solutions Inc.	6.9222	\$82,710.33	\$357.67	\$83,068.00
Beckman Coulter, Inc. dba Beckman Instruments, Inc.	8.3959	\$105,623.18	\$433.82	\$106,057.00
BI Technologies Corporation	9.4034	\$112,357.13	\$485.87	\$112,843.00
Big Three Industries, Inc.	7.1307	\$85,202.56	\$368.44	\$85,571.00
Bowen Printing, Inc.	3.0574	\$36,531.02	\$157.98	\$36,689.00
Bryant Die Cast Co.	3.8781	\$46,337.62	\$200.38	\$46,538.00
Cal Energy Operating Corporation	7.8188	\$98,363.00	\$404.00	\$98,767.00
California Chassis, Inc.	7.0682	\$88,919.79	\$365.21	\$89,285.00
California State University, Long Beach	4.1492	\$49,576.61	\$214.39	\$49,791.00
California State University, Los Angeles	3.0085	\$35,946.55	\$155.45	\$36,102.00
Calpap VI, Inc.	5.2751	\$63,030.44	\$272.56	\$63,303.00
CBS Broadcasting, Inc.	3.4403	\$41,106.24	\$177.76	\$41,284.00
Cedars-Sinai Medical Center	3.8990	\$46,587.54	\$201.46	\$46,789.00
Certance LLC	5.3333	\$63,725.43	\$275.57	\$64,001.00
Channel Industries, Inc.	9.6119	\$120,920.35	\$496.65	\$121,417.00

Appendix A Option A Respondents

Settling Party	Volume (tons)	EPA Payment Amount (\$)	DTSC Payment Amount (\$)	Total Payment Amount (\$)
Childrens Hospital Los Angeles	3.6696	\$46,164.39	\$189.61	\$46,354.00
City of Carlsbad	5.1362	\$61,370.61	\$265.39	\$61,636.00
City of Long Beach	9.9842	\$119,297.12	\$515.88	\$119,813.00
Cleator Corporation	7.1099	\$84,953.63	\$367.37	\$85,321.00
Clopay Corporation	5.3168	\$63,527.28	\$274.72	\$63,802.00
CNF Inc.	5.2407	\$62,619.21	\$270.79	\$62,890.00
Codeline Corporation	9.7787	\$116,841.73	\$505.27	\$117,347.00
Combustion Engineering, Inc.	3.4085	\$40,725.88	\$176.12	\$40,902.00
ConocoPhillips Company	3.0679	\$36,656.48	\$158.52	\$36,815.00
Consolidated Metco, Inc.	4.2750	\$51,079.11	\$220.89	\$51,300.00
Continental Heat Treating, Inc.	7.2558	\$86,697.09	\$374.91	\$87,072.00
Cosco Industries, Inc.	8.7362	\$104,385.60	\$451.40	\$104,837.00
County of Mohave	6.1299	\$73,243.27	\$316.73	\$73,560.00
County of Orange, California	5.4419	\$65,021.82	\$281.18	\$65,303.00
County of San Luis Obispo	3.0024	\$35,873.87	\$155.13	\$36,029.00
Crown Coach, Inc.	3.6696	\$43,846.39	\$189.61	\$44,036.00
CTS Corporation	5.0457	\$60,289.29	\$260.71	\$60,550.00
Cubic Communications, Inc.	3.7996	\$45,399.67	\$196.33	\$45,596.00
Cypress College	4.1478	\$49,560.68	\$214.32	\$49,775.00
Daico Industries, Inc.	4.0935	\$48,911.49	\$211.51	\$49,123.00
Data Label Products, Inc.	3.2179	\$38,448.73	\$166.27	\$38,615.00
Del Mar Analytical, Inc.	3.2484	\$38,813.16	\$167.84	\$38,981.00
DENSO Sales California, Inc.	4.4411	\$53,064.53	\$229.47	\$53,294.00
Derby Holdings Ltd.	9.2574	\$110,613.67	\$478.33	\$111,092.00
Deringer-Ney, Inc.	5.7338	\$68,510.73	\$296.27	\$68,807.00
Dixco Diversified Chemical Sales	3.2109	\$38,366.09	\$165.91	\$38,532.00

Appendix A Option A Respondents

Settling Party	Volume (tons)	EPA Payment Amount (\$)	DTSC Payment Amount (\$)	Total Payment Amount (\$)
DKC Holdings, Inc.	5.3093	\$66,792.67	\$274.33	\$67,067.00
Dunn-Edwards Corporation	3.4403	\$41,106.24	\$177.76	\$41,284.00
Dynair, Inc.	3.0483	\$36,422.49	\$157.51	\$36,580.00
E.I. Du Pont De Nemours and Company	4.9623	\$59,291.60	\$256.40	\$59,548.00
Eagle Marine Services, Ltd.	3.0140	\$36,012.27	\$155.73	\$36,168.00
Earl Scheib Paint & Supply Co.	3.5862	\$42,849.70	\$185.30	\$43,035.00
Essef Corporation	3.0858	\$36,870.56	\$159.44	\$37,030.00
Essilor Optical, Inc.	3.1856	\$38,063.40	\$164.60	\$38,228.00
Eurotherm Controls, Inc.	7.1099	\$84,953.63	\$367.37	\$85,321.00
Exxon Mobil Corporation	6.1289	\$73,232.32	\$316.68	\$73,549.00
Fischbach, LLC/FBCO, Inc. f/k/a Natkin Service Company	5.6566	\$67,588.72	\$292.28	\$67,881.00
Fleet Aerospace, Inc.	3.2810	\$39,202.47	\$169.53	\$39,372.00
Fleetwood Motor Homes of California, Inc.	7.7979	\$98,100.08	\$402.92	\$98,503.00
Frawley Corporation	7.7979	\$93,174.08	\$402.92	\$93,577.00
Frazee Industries, Inc.	7.3601	\$87,942.70	\$380.30	\$88,323.00
General Ribbon Corp.	4.3577	\$54,820.84	\$225.16	\$55,046.00
Genko, Inc.	3.4403	\$41,106.24	\$177.76	\$41,284.00
Georges & Shapiro Lithograph, Inc.	4.9415	\$59,043.67	\$255.33	\$59,299.00
Gilbert Industrial Corporation	6.8805	\$82,212.48	\$355.52	\$82,568.00
Glendale Adventist Medical Center	3.3184	\$39,650.54	\$171.46	\$39,822.00
GTE Communications System Corporation f/k/a GTE Network Systems	7.1933	\$85,949.32	\$371.68	\$86,321.00
Hamby Corporation	3.2526	\$38,862.94	\$168.06	\$39,031.00
Hamilton Sundstrand Corporation	3.5118	\$41,960.55	\$181.45	\$42,142.00
Harmon Industries, Inc.	5.8862	\$70,331.86	\$304.14	\$70,636.00
Hermetic Seal Corporation	4.7872	\$57,199.65	\$247.35	\$57,447.00
Hewlett-Packard Company	4.5870	\$54,806.99	\$237.01	\$55,044.00

Appendix A Option A Respondents

Settling Party	Volume (tons)	EPA Payment Amount (\$)	DTSC Payment Amount (\$)	Total Payment Amount (\$)
Holly Sugar Corporation	4.5000	\$56,611.49	\$232.52	\$56,844.00
IDG USA, LLC	3.2109	\$38,366.09	\$165.91	\$38,532.00
Illinois Tool Works, Inc.	5.7546	\$72,394.66	\$297.34	\$72,692.00
Image Transform, Inc.	4.5787	\$54,709.42	\$236.58	\$54,946.00
Industrial Property Management	4.0783	\$51,306.27	\$210.73	\$51,517.00
In-Terminal Services Corporation	3.6000	\$43,014.99	\$186.01	\$43,201.00
International Business Machines Corporation	3.0000	\$35,845.99	\$155.01	\$36,001.00
J.C. Penney Corporation, Inc.	6.0466	\$72,248.57	\$312.43	\$72,561.00
Jacuzzi Whirlpool Bath, Inc.	3.6695	\$43,845.40	\$189.60	\$44,035.00
Jafra Cosmetics International, Inc.	7.5447	\$94,914.17	\$389.83	\$95,304.00
JBL Incorporated	6.5664	\$78,458.71	\$339.29	\$78,798.00
Kern High School District	6.4785	\$77,409.26	\$334.74	\$77,744.00
K-Tube Corporation	4.3994	\$52,566.68	\$227.32	\$52,794.00
Kyowa America Corporation	6.2751	\$74,978.77	\$324.23	\$75,303.00
Ladder Industries	4.3577	\$54,820.84	\$225.16	\$55,046.00
Litronic Industries, Inc.	8.5485	\$107,542.30	\$441.70	\$107,984.00
Lockheed Martin Corporation	7.4409	\$88,907.53	\$384.47	\$89,292.00
Lockheed Martin Electro-Optical Systems, Inc.	6.6512	\$83,673.33	\$343.67	\$84,017.00
Loyola Marymount University	4.1909	\$50,075.46	\$216.54	\$50,292.00
Macerich Property Management Company, LLC	4.9623	\$62,426.60	\$256.40	\$62,683.00
Marcross Industries, Inc.	9.8829	\$118,087.35	\$510.65	\$118,598.00
Merle Norman Cosmetics, Inc.	5.1223	\$61,203.33	\$264.67	\$61,468.00
Mighty Mover Trailers, Inc.	3.1097	\$39,120.32	\$160.68	\$39,281.00
Moore Wallace North America, Inc.	3.2526	\$38,862.94	\$168.06	\$39,031.00
National Steel and Shipbuilding Company	7.2975	\$87,194.94	\$377.06	\$87,572.00
Navcom Defense Electronics, Inc.	8.9447	\$106,875.83	\$462.17	\$107,338.00

Appendix A Option A Respondents

Settling Party	Volume (tons)	EPA Payment Amount (\$)	DTSC Payment Amount (\$)	Total Payment Amount (\$)
Nobel Biocare USA, Inc.	6.2717	\$74,937.94	\$324.06	\$75,262.00
Oakite Products, Inc.	6.4427	\$81,051.11	\$332.89	\$81,384.00
Ontario-Montclair School District	4.8372	\$57,797.06	\$249.94	\$58,047.00
Pall Filtration and Separations Group Inc.	3.3710	\$40,277.82	\$174.18	\$40,452.00
PerfectData Corporation	3.2109	\$38,366.09	\$165.91	\$38,532.00
Perkinelmer, Inc.	3.1464	\$39,582.43	\$162.57	\$39,745.00
Permalite Plastics Corporation	7.0723	\$88,971.57	\$365.43	\$89,337.00
Philips Electronics North America Corporation	6.8805	\$82,212.48	\$355.52	\$82,568.00
Precision Tag & Label Corporation	7.5139	\$94,526.76	\$388.24	\$94,915.00
Premier Refractories, Inc.	3.3275	\$41,860.07	\$171.93	\$42,032.00
Primus Group, Inc.	6.7346	\$80,469.02	\$347.98	\$80,817.00
Rand McNally & Company	5.4836	\$65,520.66	\$283.34	\$65,804.00
Rantec Power Systems Inc.	4.2367	\$50,622.09	\$218.91	\$50,841.00
Rexam Beverage Can Company	3.2109	\$38,366.09	\$165.91	\$38,532.00
Ricoh Electronics, Inc.	5.8130	\$69,456.64	\$300.36	\$69,757.00
San Diego Unified School District	3.3569	\$40,108.55	\$173.45	\$40,282.00
San Joaquin Refining Co., Inc.	5.8380	\$73,443.35	\$301.65	\$73,745.00
Santa Monica Hotel Associates, LLC	5.2959	\$63,278.36	\$273.64	\$63,552.00
Senior Operations, Inc.	4.1492	\$49,576.61	\$214.39	\$49,791.00
Sharpe Manufacturing Co.	8.0273	\$95,915.23	\$414.77	\$96,330.00
Shell Solar Industries, L.P.	9.4805	\$113,279.14	\$489.86	\$113,769.00
Shibuya International, Inc.	5.3342	\$63,735.38	\$275.62	\$64,011.00
Shield Packaging of California, Inc.	8.1315	\$97,160.85	\$420.15	\$97,581.00
Shop Vac Corporation	4.1658	\$49,774.75	\$215.25	\$49,990.00
Simpson Strong-Tie Company Inc.	7.1099	\$84,953.63	\$367.37	\$85,321.00
Six Flags Theme Parks Inc.	4.5870	\$54,806.99	\$237.01	\$55,044.00

Appendix A
Option A Respondents

Settling Party	Volume (tons)	EPA Payment Amount (\$)	DTSC Payment Amount (\$)	Total Payment Amount (\$)
SMCO, LP	3.7180	\$44,423.89	\$192.11	\$44,616.00
Solectron Corporation	5.2751	\$63,030.44	\$272.56	\$63,303.00
Southwestern Industries, Inc.	3.8156	\$45,590.85	\$197.15	\$45,788.00
Square D Company	3.0564	\$38,450.08	\$157.92	\$38,608.00
Tec Color Craft	5.1291	\$64,524.98	\$265.02	\$64,790.00
The Aerospace Corporation	7.5751	\$90,511.59	\$391.41	\$90,903.00
The Glidden Company	7.7354	\$92,427.31	\$399.69	\$92,827.00
The Okonite Company	4.3410	\$54,610.70	\$224.30	\$54,835.00
The Valspar Corporation	3.2109	\$38,366.09	\$165.91	\$38,532.00
Thums Long Beach Company	5.0249	\$60,040.36	\$259.64	\$60,300.00
TransAmerica Occidental Life Insurance Company	4.1700	\$49,825.54	\$215.46	\$50,041.00
Tregen Corp. Inc.	3.5012	\$41,834.09	\$180.91	\$42,015.00
U.S. Foodservice, Inc.	3.9218	\$46,860.36	\$202.64	\$47,063.00
Valley Plating Works, Inc.	5.7963	\$72,918.51	\$299.49	\$73,218.00
Ventura Regional Sanitation District	8.2979	\$99,149.25	\$428.75	\$99,578.00
Vertis, Inc.	4.1075	\$49,077.77	\$212.23	\$49,290.00
Viracon, Inc.	5.0604	\$60,463.53	\$261.47	\$60,725.00
Vista Ford	3.8573	\$48,525.69	\$199.31	\$48,725.00
Wells Fargo Bank	3.1522	\$37,664.13	\$162.87	\$37,827.00
Williams Furnace Co.	9.4451	\$112,855.97	\$488.03	\$113,344.00
Xerox Corporation	6.0293	\$75,849.47	\$311.53	\$76,161.00
York International Corporation	5.2600	\$62,849.22	\$271.78	\$63,121.00
Zimmer Dental Inc.	4.2117	\$50,323.38	\$217.62	\$50,541.00

Appendix A-1
ATP Option A Respondents

Settling Party	Volume (tons)	EPA Payment Amount (\$)	DTSC Payment Amount (\$)	Total Payment Amount (\$)
Northern California Labels, Inc.	4.8606	\$13,942.74	\$57.26	\$14,000.00
Pasminco Incorporated	5.9623	\$1,493.86	\$6.14	\$1,500.00
Photo Fabricators, Inc. ¹	7.6896	\$23,901.84	\$98.16	\$24,000.00
Precision Anodizing, Inc.	8.9447	\$1,493.86	\$6.14	\$1,500.00
Print Sales, Inc.	7.2717	\$4,979.55	\$20.45	\$5,000.00
S & H Cabinets and Manufacturing, Inc.	3.0853	\$11,950.92	\$49.08	\$12,000.00
The Signs and Services Company	3.0858	\$3,983.64	\$16.36	\$4,000.00
Wm. J. Matson Company	3.3986	\$4,979.55	\$20.45	\$5,000.00

¹ The EPA Payment shall be paid in 24 equal monthly payments of \$1019.00 per month commencing 30 days after the effective date of this Consent Order. The DTSC Payment shall be paid in full within 30 days of the effective date of this Consent Order.

Appendix B
Option B Respondents

Settling Party	Volume (tons)	Total Payment Amount (\$)
Baker-Bradford Holdings	4.1283	\$39,953.00
Carrier Corporation	9.5266	\$92,198.00
Friction, Inc.	5.8969	\$54,216.00
Long Beach Unified School District	8.2186	\$75,562.00
Matthews International Corporation	8.1200	\$78,585.00
Oxnard Union High School District	3.6696	\$33,739.00
Santa Fe Braun, Inc.	8.1057	\$78,446.00
Thomas CNC Machining	6.0382	\$55,515.00
Porcelain Metals Corporation	3.2109	\$31,075.00
Tech-Graphic, Inc.	7.2558	\$70,221.00

Appendix C Omega Chemical Superfund Site

